

**POLITICAL INQUIRY RECORD:
NATIONAL AND LOCAL ISSUE ADS
ALL QUESTIONS MUST BE ANSWERED**

- ☒ Ad "communicates a political matter of national importance" by referring to (1) a legally qualified candidate for federal office; (2) any election to federal office; or (3) a national legislative issue of public importance (e.g., Affordable Care Act, IRS tax code, etc.)

OR

- ☐ Ad relates to state or local issue and does not communicate a political matter of national importance
-

1. Requested by (Agency name, address, phone number & contact)

Agency Name Waterfront Strategies

Contact Julie Keane

Phone Number 202 338 8700

Address 3050 K St. NW #100 Washington, DC 20007

2. Paid for by (Advertiser/sponsor name, address, phone number & contact):

Name Senate Majority PAC

Contact Rebecca Lambe

Phone Number

Address 700 15th St. NW Ste. 600 Washington, DC 20005

3. Date of request: 8/15/16

4. Request received by:

Will Hildebrandt

5. Details:

6. If ad refers to federal candidate(s) or federal election, list:

Names(s) of candidate(s) referred to, office being sought and date of election:

Catherine Cortez Masto and Joe Heck



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7. If ad refers to a national legislative issue, identify:
8. List sponsor's chief executive officers, members of executive committee or board of directors:
Jeb Piersch-Secretary, Susan McCue-president
9. Date and nature of follow-ups, if any:
10. Disposition:
☐ Accepted – see attached contract details
☐ Rejected – provide reason:

Additional Information:

AGREEMENT FORM FOR NON-CANDIDATE/ISSUE ADVERTISEMENTS

Station and Location:	Date:
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I, Mike Furman
do hereby request station time concerning the following issue:

Senate Majority PAC

Broadcast Length	Time of Day, Rotation or Package	Days	Class	Times per Week	Number of Weeks
		As Ordered			

This broadcast time will be used by: Senate Majority PAC

**THIS PAGE MUST BE COMPLETED FOR PROGRAMMING THAT
"COMMUNICATES A POLITICAL MATTER OF NATIONAL IMPORTANCE."
FOR ALL OTHER ISSUE ADS, PLEASE GO TO PAGE 3.**

Programming that "communicates a political matter of national importance" includes (1) references to legally qualified candidates (presidential, vice presidential or congressional); (2) any election to Federal office (e.g., any references to "our next senator", "our person in Washington" or "the President"); and (3) a national legislative issue of public importance (e.g., Affordable Care Act, revising the IRS tax code, federal gun control or any federal legislation).

Does the programming (in whole or in part) communicate "a message relating to any political matter of national importance?"

☒ Yes

☐ No

For programming that "communicates a message relating to any political matter of national importance," list the name of the legally qualified candidate(s) the programming refers to, the offices being sought, the date(s) of the election(s) and/or the issue to which the communication refers (if applicable):

Catherine Cortez Masto US Senate
Joe Heck

I represent that the payment for the above described broadcast time has been furnished by (name and address):

Senate Majority PAC 700 15th Street NW Suite 600
Washington, DC 20005

and you are authorized to announce the time as paid for by such person or entity (hereinafter referred to as the "sponsor").

List the chief executive officers or members of the executive committee or the board of directors below (or attach separately):

Rebecca Lante, Treasurer
Susan Miller, President

Jo Peersich, Secretary

For programming that "communicates a message relating to any political matter of national importance," attach Agreed Upon Schedule (Page 5)

**THIS PAGE MUST BE COMPLETED FOR PROGRAMMING THAT
DOES NOT "COMMUNICATE A POLITICAL MATTER OF NATIONAL
IMPORTANCE"**

I represent that the payment for the above described broadcast time has been furnished by (name and address):

Senate Majority PAC

700 13th Street NW Suite 600
Washington, DC 20005

and you are authorized to announce the time as paid for by such person or entity (hereinafter referred to as the "sponsor").

List the chief executive officers or members of the executive committee or the board of directors below (or attach separately):

Rebecca Lamb, Treasurer

Suzanne Melue, President

JD Loersch, Secretary

TO BE COMPLETED FOR ALL ISSUE ADVERTISEMENTS

THIS STATION DOES NOT DISCRIMINATE OR PERMIT DISCRIMINATION ON THE BASIS OF RACE OR ETHNICITY IN THE PLACEMENT OF ADVERTISING.

The Sponsor agrees to indemnify and hold harmless the station for any damages or liability, including reasonable attorney's fees, that may ensue from the broadcast of the above-requested advertisement(s). For the above-stated broadcast(s), the sponsor also agrees to prepare a script, transcript, or tape, which will be delivered to the station at least _____ before the time of the scheduled broadcasts.

TO BE SIGNED BY ISSUE ADVERTISER (SPONSOR)

8/10/13 Mr R 202-338-8700
Date Signature Contact Phone Number

TO BE SIGNED BY STATION REPRESENTATIVE

☐ Accepted

☐ Accepted in Part

☐ Rejected

Signature Printed Name Title

AGREED UPON SCHEDULE

For All Issue Advertisements That Communicate a Message Relating to Any Political Matter of National Importance

Broadcast Length	Time of Day, Rotation or Package	Days	Class	Times per Week	Number of Weeks
		As Ordered			

Attach proposed schedule with charges (if available):

AFTER AIRING OF BROADCASTS:

Attach invoices or Schedule Run Summary to this Form showing:

- (1) actual air time and charges for each spot;
- (2) the date(s), exact time(s) and reason(s) for Make-Good(s), if any; and
- (3) the amount of rebates given (identify exact date, time, class of broadcast and dollar amount for each rebate), if any.

Note: Because the FCC requires that the political file contain the actual time the rate for spots "communicating a political matter of national importance" air, that information should be included in the file as soon as possible. If that information is only generated monthly, the file should include the name of a contact person who can provide the times that and rates for specific spots aired. The FCC's online political files include a folder for "Terms and Disclosures." NAB suggests that, for stations subject to the online public file rule, the names of contact person(s) be placed in that folder.


TELEMUNDO

KBLR
450 Fremont St.
Suite 310
Las Vegas, NV 89101
(702) 258-0039

CONTRACT

<u>Contract / Revision</u>	<u>Alt Order #</u>
683783 /	01466202

<u>Product</u>
173-ISSUE 5356

<u>Contract Dates</u>	<u>Estimate #</u>
09/07/16 - 09/12/16	5355

<u>Advertiser</u>	<u>Original Date / Revision</u>
SENATE MAJORITY PAC	09/06/16 / 09/06/16

And:

WATERFRONT STRATEGIES
3050 K STREET
SUITE 100
WASHINGTON, DC 20007

<u>Billing Cycle</u>	<u>Billing Calendar</u>	<u>Cash/Trade</u>
EOM/EOC	Broadcast	Cash

<u>Station</u>	<u>Account Executive</u>	<u>Sales Office</u>
KBLR	Will Hildebrandt	Washington DC

<u>Special Handling</u>

<u>Demographic</u>
RA35+

<u>IDB#</u>	<u>Advertiser Code</u>	<u>Product Code</u>
	163	173

<u>Agency Ref</u>	<u>Advertiser Ref</u>
15978	33416

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/Week	Rate	Type	Spots	Amount
N 1	KBLR	09/07/16	09/09/16	M-F 6A ACCESO TOTAL	6A-630A		:30			NM	2	\$200.0
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>	<u>Spots/Week</u>			<u>Rate</u>				
Week:		09/05/16	09/11/16	--WTF--	2			\$100.00				
N 2	KBLR	09/07/16	09/09/16	M-F 630A NOT LV 6P R	630A-7A		:30			NM	3	\$300.0
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>	<u>Spots/Week</u>			<u>Rate</u>				
Week:		09/05/16	09/11/16	--WTF--	3			\$100.00				
N 3	KBLR	09/07/16	09/09/16	M-F 7A-10A	M-F 7A-10A		:30			NM	2	\$250.0
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>	<u>Spots/Week</u>			<u>Rate</u>				
Week:		09/05/16	09/11/16	--WTF--	2			\$125.00				
N 4	KBLR	09/07/16	09/09/16	M-F 10A-1030A	M-F 10A-1030A		:30			NM	3	\$375.0
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>	<u>Spots/Week</u>			<u>Rate</u>				
Week:		09/05/16	09/11/16	--WTF--	3			\$125.00				
N 5	KBLR	09/07/16	09/09/16	M-F 12PM-2PM	M-F 12PM-2PM		:30			NM	2	\$350.0
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>	<u>Spots/Week</u>			<u>Rate</u>				
Week:		09/05/16	09/11/16	--WTF--	2			\$175.00				
N 6	KBLR	09/07/16	09/09/16	M-F 2P-3P	2P-3P		:30			NM	3	\$900.0
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>	<u>Spots/Week</u>			<u>Rate</u>				
Week:		09/05/16	09/11/16	--WTF--	3			\$300.00				
N 7	KBLR	09/07/16	09/09/16	M-F 3P-4P	3P-4P		:30			NM	2	\$900.0
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>	<u>Spots/Week</u>			<u>Rate</u>				
Week:		09/05/16	09/11/16	--WTF--	2			\$450.00				
N 8	KBLR	09/07/16	09/09/16	M-F 6P-630P	6P-630P		:30			NM	3	\$2,250.0
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>	<u>Spots/Week</u>			<u>Rate</u>				
Week:		09/05/16	09/11/16	--WTF--	3			\$750.00				
N 9	KBLR	09/10/16	09/10/16	NOTICIERO FIN DE SEM	NOTIC TLMD FIN I		:30			NM	1	\$400.0

(* Line Transactions: N = New, E = Edited, D = Deleted)
 FOR NBC & TELEMUNDO STATION AND COZITV NETWORK CONTRACTS:

This Confirmation Contract Part I, together with the NBC/Telemundo TV Stations Confirmation Contract Part II or the CoziTV Network Advertising Agreement-Part II (the "Part IIs"), as applicable, which have previously been provided under separate cover and/or are available upon request, shall constitute an agreement among the Advertising Agency named above, the Advertiser named above and NBC/Telemundo and/or the CoziTV Network for the advertising as herein provided. Advertiser and Agency shall be jointly and severally liable for all liabilities and obligations of either party hereunder. Except as expressly set forth in the applicable Part II, all warranties, whether express or implied, are hereby disclaimed. Unless otherwise agreed in writing and except as otherwise provided in the applicable Part II, either Agency or NBC/Telemundo and/or the CoziTV Network may terminate this order only by written notice to the other at least 28 days prior to the effective date of such termination. NBC/Telemundo and/or the CoziTV Network is proceeding in reliance on your acceptance of and agreement to the terms set forth herein, including all terms and conditions contained in the applicable Part II, with respect to your advertising commitment as set forth above.

FOR NBCE CONTRACTS:

This NBC Everywhere Confirmation Contract: Part I ("Part I"), together with the NBC Everywhere Terms and Conditions Part II ("Part II"), which has previously been provided under separate cover and/or is available upon request, shall constitute an agreement among the Advertising Agency named above, the Advertiser named above and NBC Everywhere, a division of NBC Universal, Inc. ("NBCU") as agent for the billing and payment related to the out of home platform advertising as herein provided. Advertiser and Agency shall be jointly and severally liable for all liabilities and obligations of either party hereunder. Except as expressly set forth in Part II, all warranties, whether express or implied, are hereby disclaimed. Unless otherwise agreed in writing and except as otherwise provided in Part II, either Agency or NBCU may terminate this order only by written notice to the other at least 60 days prior to the effective date of such termination; except all advertisements on the Premier Retail Network are firm and non-cancellable by Agency. NBCU is proceeding in reliance on your acceptance of and agreement to the terms set forth herein, including all terms and conditions contained in Part II, with respect to your advertising commitment as set forth above. The delivery of material or traffic instructions by the Agency or Advertiser relating to any advertising specified on this Part I shall confirm your consent to the terms and provisions of this Part I and Part II.

**TELEMUNDO**

KBLR
450 Fremont St.
Suite 310
Las Vegas, NV 89101
(702) 258-0039

<u>Contract / Revision</u> 683783 /		<u>Alt Order #</u> 01466202
<u>Contract Dates</u> 09/07/16 - 09/12/16	<u>Product</u> 173-ISSUE 5356	<u>Estimate #</u> 5355
<u>Advertiser</u> SENATE MAJORITY PAC		<u>Original Date / Revision</u> 09/06/16 / 09/06/16

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/Week	Rate	Type	Spots	Amount
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		09/05/16	09/11/16	-----S-				1	\$400.00			
N 10	KBLR	09/11/16	09/11/16	NOTICIERO FIN DE SEM	NOTIC TLMD FIN I		:30			NM	1	\$400.0
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		09/05/16	09/11/16	-----S				1	\$400.00			
N 11	KBLR	09/10/16	09/10/16	SA 530P NEWS	530P-6P		:30			NM	1	\$275.0
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		09/05/16	09/11/16	-----S-				1	\$275.00			
N 12	KBLR	09/10/16	09/10/16	SA 6P-7P	SA 6P-7P		:30			NM	1	\$450.0
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		09/05/16	09/11/16	-----S-				1	\$450.00			
N 13	KBLR	09/11/16	09/11/16	SU 530P NEWS	530P-6P		:30			NM	1	\$275.0
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		09/05/16	09/11/16	-----S				1	\$275.00			
N 14	KBLR	09/11/16	09/11/16	SUN	6P-8P		:30			NM	1	\$450.0
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		09/05/16	09/11/16	-----S				1	\$450.00			
N 15	KBLR	09/07/16	09/09/16	M-F 7P-8P	7P-8P		:30			NM	2	\$1,650.0
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		09/05/16	09/11/16	--WTF--				2	\$825.00			
N 16	KBLR	09/07/16	09/09/16	M-F 8P-9P	8P-9P		:30			NM	2	\$1,800.0
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		09/05/16	09/11/16	--WTF--				2	\$900.00			
N 17	KBLR	09/07/16	09/09/16	M-F 9P-10P	9P-10P		:30			NM	1	\$850.0
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		09/05/16	09/11/16	--WTF--				1	\$850.00			
N 18	KBLR	09/07/16	09/09/16	M-F 10P-11P	10P-11P		:30			NM	2	\$1,950.0
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		09/05/16	09/11/16	--WTF--				2	\$975.00			
N 19	KBLR	09/10/16	09/10/16	SA 7P-11P	7P-11P		:30			NM	1	\$500.0
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		09/05/16	09/11/16	-----S-				1	\$500.00			
N 20	KBLR	09/11/16	09/11/16	SU 8P-10P	8P-10P		:30			NM	1	\$500.0
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		09/05/16	09/11/16	-----S				1	\$500.00			
N 21	KBLR	09/11/16	09/11/16	SU 10P-11P	10P-11P		:30			NM	1	\$475.0
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		09/05/16	09/11/16	-----S				1	\$475.00			
N 22	KBLR	09/07/16	09/09/16	M-F 11P-1135P	11P-1135P		:30			NM	2	\$1,900.0
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		09/05/16	09/11/16	--WTF--				2	\$950.00			
N 23	KBLR	09/07/16	09/09/16	M-F 12A-1A	M-F 12A-1A		:30			NM	3	\$675.0
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			

(* Line Transactions: N = New, E = Edited, D = Deleted)
 FOR NBC & TELEMUNDO STATION AND COZITV NETWORK CONTRACTS:

This Confirmation Contract Part I, together with the NBC/Telemundo TV Stations Confirmation Contract Part II or the CoziTV Network Advertising Agreement-Part II (the "Part IIs"), as applicable, which have previously been provided under separate cover and/or are available upon request, shall constitute an agreement among the Advertising Agency named above, the Advertiser named above and NBC/Telemundo and/or the CoziTV Network for the advertising as herein provided. Advertiser and Agency shall be jointly and severally liable for all liabilities and obligations of either party hereunder. Except as expressly set forth in the applicable Part II, all warranties, whether express or implied, are hereby disclaimed. Unless otherwise agreed in writing and except as otherwise provided in the applicable Part II, either Agency or NBC/Telemundo and/or the CoziTV Network may terminate this order only by written notice to the other at least 28 days prior to the effective date of such termination. NBC/Telemundo and/or the CoziTV Network is proceeding in reliance on your acceptance of and agreement to the terms set forth herein, including all terms and conditions contained in the applicable Part II, with respect to your advertising commitment as set forth above.

FOR NBCE CONTRACTS:

This NBC Everywhere Confirmation Contract: Part I ("Part I"), together with the NBC Everywhere Terms and Conditions Part II ("Part II"), which has previously been provided under separate cover and/or is available upon request, shall constitute an agreement among the Advertising Agency named above, the Advertiser named above and NBC Everywhere, a division of NBC Universal, Inc. ("NBCU") as agent for the billing and payment related to the out of home platform advertising as herein provided. Advertiser and Agency shall be jointly and severally liable for all liabilities and obligations of either party hereunder. Except as expressly set forth in Part II, all warranties, whether express or implied, are hereby disclaimed. Unless otherwise agreed in writing and except as otherwise provided in Part II, either Agency or NBCU may terminate this order only by written notice to the other at least 60 days prior to the effective date of such termination; except all advertisements on the Premier Retail Network are firm and non-cancellable by Agency. NBCU is proceeding in reliance on your acceptance of and agreement to the terms set forth herein, including all terms and conditions contained in Part II, with respect to your advertising commitment as set forth above. The delivery of material or traffic instructions by the Agency or Advertiser relating to any advertising specified on this Part I shall confirm your consent to the terms and provisions of this Part I and Part II.



KBLR
450 Fremont St.
Suite 310
Las Vegas, NV 89101
(702) 258-0039

Contract / Revision 683783 /		Alt Order # 01466202
Contract Dates 09/07/16 - 09/12/16	Product 173-ISSUE 5356	Estimate # 5355
Advertiser SENATE MAJORITY PAC		Original Date / Revision 09/06/16 / 09/06/16

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/Week	Rate	Type	Spots	Amount
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		09/05/16	09/11/16	--WTF--				3	\$225.00			
N 24	KBLR	09/12/16	09/12/16	M-F 6A ACCESO TOTAL	6A-630A		:30			NM	1	\$100.0
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		09/12/16	09/18/16	M-----				1	\$100.00			
N 25	KBLR	09/12/16	09/12/16	M-F 7A-10A	M-F 7A-10A		:30			NM	1	\$125.0
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		09/12/16	09/18/16	M-----				1	\$125.00			
N 26	KBLR	09/12/16	09/12/16	M-F 12PM-2PM	M-F 12PM-2PM		:30			NM	1	\$175.0
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		09/12/16	09/18/16	M-----				1	\$175.00			
N 27	KBLR	09/12/16	09/12/16	M-F 3P-4P	3P-4P		:30			NM	1	\$450.0
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		09/12/16	09/18/16	M-----				1	\$450.00			
N 28	KBLR	09/12/16	09/12/16	M-F 9P-10P	9P-10P		:30			NM	1	\$850.0
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		09/12/16	09/18/16	M-----				1	\$850.00			
N 29	KBLR	09/12/16	09/12/16	M-F 12A-1A	M-F 12A-1A		:30			NM	1	\$225.0
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		09/12/16	09/18/16	M-----				1	\$225.00			
Totals											47	\$20,000.0

Time Period	# of Spots	Gross Amount	Agency Comm.	Net Amount
08/29/16 - 09/12/16	47	\$20,000.00	(\$3,000.00)	\$17,000.00
Totals	47	\$20,000.00	(\$3,000.00)	\$17,000.00

Signature: _____ **Date:** _____

(* Line Transactions: N = New, E = Edited, D = Deleted)

FOR NBC & TELEMUNDO STATION AND COZITV NETWORK CONTRACTS:

This Confirmation Contract Part I, together with the NBC/Telemundo TV Stations Confirmation Contract Part II or the CoziTV Network Advertising Agreement-Part II (the "Part II's"), as applicable, which have previously been provided under separate cover and/or are available upon request, shall constitute an agreement among the Advertising Agency named above, the Advertiser named above and NBC/Telemundo and/or the CoziTV Network for the advertising as herein provided. Advertiser and Agency shall be jointly and severally liable for all liabilities and obligations of either party hereunder. Except as expressly set forth in the applicable Part II, all warranties, whether express or implied, are hereby disclaimed. Unless otherwise agreed in writing and except as otherwise provided in the applicable Part II, either Agency or NBC/Telemundo and/or the CoziTV Network may terminate this order only by written notice to the other at least 28 days prior to the effective date of such termination. NBC/Telemundo and/or the CoziTV Network is proceeding in reliance on your acceptance of and agreement to the terms set forth herein, including all terms and conditions contained in the applicable Part II, with respect to your advertising commitment as set forth above.

FOR NBCE CONTRACTS:

This NBC Everywhere Confirmation Contract: Part I ("Part I"), together with the NBC Everywhere Terms and Conditions Part II ("Part II"), which has previously been provided under separate cover and/or is available upon request, shall constitute an agreement among the Advertising Agency named above, the Advertiser named above and NBC Everywhere, a division of NBC Universal, Inc. ("NBCU") as agent for the billing and payment related to the out of home platform advertising as herein provided. Advertiser and Agency shall be jointly and severally liable for all liabilities and obligations of either party hereunder. Except as expressly set forth in Part II, all warranties, whether express or implied, are hereby disclaimed. Unless otherwise agreed in writing and except as otherwise provided in Part II, either Agency or NBCU may terminate this order only by written notice to the other at least 60 days prior to the effective date of such termination; except all advertisements on the Premier Retail Network are firm and non-cancellable by Agency. NBCU is proceeding in reliance on your acceptance of and agreement to the terms set forth herein, including all terms and conditions contained in Part II, with respect to your advertising commitment as set forth above. The delivery of material or traffic instructions by the Agency or Advertiser relating to any advertising specified on this Part I shall confirm your consent to the terms and provisions of this Part I and Part II.